### STATE OF LOUISIANA SOUTHEASTERN LOUISIANA UNIVERSITY HAMMOND, LOUISIANA

A Member of the University of Louisiana System

**INVITATION TO BID** 

TO

PROVIDE TURF MAINTENANCE TO SEVEN (7) ATHLETIC FIELDS/AREAS ON THE SLU CAMPUS

**ISSUING AGENCY:** Southeastern Louisiana University

**Purchasing Department** 

**SLU 10800** 

Hammond, LA 70402

**DIRECTOR OF PURCHASING:** Ed Gautier

PROCUREMENT SPECIALIST: Phyllis Hoover, CPPB

Telephone: (985) 549-5415

**REQUISITIONED BY:** Andrew Bechac

Assistant Athletic Director Telephone: (985) 549-3419

RELEASE DATE: April 26, 2010

PRE-BID CONFERENCE: May 7, 2010 (MANDATORY FOR ALL BIDDERS)

9:00 a.m., Central Time

Location: To be held in the Billups Room located in

West Strawberry Stadium

ITB RETURN DATE: May 19, 2010

ITB RETURN TIME: 2:00 p.m., Central Time

BID OPENING LOCATION: Southeastern Louisiana University

**Purchasing Department** 

**Property Control & Supply Building** 

2400 North Oak Street Maintenance Complex

Hammond, Louisiana 70402

NOTE: THIS SOLICITATION IS A SEALED BID AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON, BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED.

This ITB is available in electronic form at <a href="http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp">http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp</a> It is available in PDF format or in printed form by submitting a written request to the Procurement Specialist listed above. It is the Bidder's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. Southeastern is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

TO: Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned

Small Entrepreneurships

FROM: Phyllis Hoover, CPPB

Veteran Initiative Coordinator

RE: Veteran Initiative – Act 167 of the 2009 Legislative Session

### > ARE YOU ELIGIBLE FOR PARTICIPATION?

- Are you a veteran-owned small entrepreneurship or a service-connected disabled veteran-owned small entrepreneurship in accordance with documentation from the United States Department of Veterans Affairs or the Louisiana Department of Veterans Affairs?
- Are you a Louisiana domiciled business?
- Do you have less than fifty (50) full-time employees?
- Are your annual gross revenue receipts \$5,000,000 or less (for construction) or \$3,000,000 for (non-construction) for each of the previous 3 tax years?

If your answers are yes, your company may be eligible for participation in the Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship Program, also known as the Veteran Initiative.

#### > WHAT IS THE VETERAN INITIATIVE?

The Veteran Initiative, created by LRS 39:2171 through 2179 and LRS 51:931, provides additional opportunities for certified Louisiana-based small entrepreneurships to participate in contracting and procurement with the State. Key features of the program are:

- This is a goal-oriented program
- It is race and gender neutral
- Participation is restricted to Louisiana-based certified veteran-owned and service-connected disabled veteran-owned small entrepreneurships

The rules governing the implementation of the program are located at <a href="http://www.doa.louisiana.gov/osp/se/se.htm">http://www.doa.louisiana.gov/osp/se/se.htm</a>

### > WHY IS CERTIFICATION IMPORTANT?

Certification is required for your participation in the Veteran Initiative. Under this program, you may be given increased opportunity to participate in Louisiana state contracts. Certain contracts may be awarded to your business without competition. And, certification is one of the methods that the State of Louisiana will utilize as a basis for benchmarking for annualized procurement and contracting goals.

### > WHAT AGENCY IS RESPONSIBLE FOR CERTIFICATION?

The Louisiana Department of Economic Development (LED) is responsible for certifying Small Entrepreneurships for participation in the program. The (LED) Small Business Certification System may be accessed at <a href="https://smallbiz.louisianaforward.com/index\_2.asp">https://smallbiz.louisianaforward.com/index\_2.asp</a>. For additional information regarding certification, please contact the LED at (225) 342-3000.

### WHAT IS THE ROLE OF THE DEPARTMENT OF VETERANS AFFAIRS?

The Louisiana Department of Veterans Affairs is responsible for disseminating information on this program and other veterans' benefits to Louisiana veterans. Information on this program and other veterans' benefits can be accessed at <a href="https://www.vetaffaris.la.gov">www.vetaffaris.la.gov</a>

The State of Louisiana is committed to the success of this program and encourages your participation.

### STATE OF LOUISIANA

### SOUTHEASTERN LOUISIANA UNIVERSITY

### HAMMOND, LOUISIANA

The Southeastern Louisiana University (SLU) Purchasing Department will receive sealed bids until 2:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the SLU Purchasing Department after 2:00 P.M. Beginning at that time, bids shall be publicly opened and read aloud to those present in the SLU Purchasing Department.

Mail address: Southeastern LA University Delivery: Southeastern LA University

Purchasing Department Purchasing Department

SLU 10800 Property Control & Supply Bldg

Hammond, LA 70402 2400 North Oak St. Hammond, LA 70402

Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Southeastern Louisiana University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

### **INSTRUCTIONS TO BIDDERS**

- 1) Bid Forms: All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed in ink by an authorized representative of the bidding entity. Bid prices shall be typewritten or in ink. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid filled out in pencil; (3) photocopy of bidder's signature; and (4) bid sent by facsimile equipment. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and time-stamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.
- 2) Standard of Quality: Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation document.
- 3) Descriptive Information: Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 4) Bid Opening: Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the SLU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.
- 5) Louisiana Preference: Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.

6) Signature Authority: In accordance with LA Revised Statute 39:1594 (Act 121), the person signing the bid must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or (2) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution or affidavit. By signing the bid, the bidder certifies compliance with the above.

### **GENERAL CONDITIONS**

The SLU Purchasing Department reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

- 1) Prices: Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination SLU, Hammond, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by SLU in the solicitation document.
- 2) Payment Terms: Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) Delivery: Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) Taxes: Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) New Products: Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) Default of Contractor: Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) Contract Cancellation: The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- 8) Applicable Law: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) Equal Opportunity: By submitting and signing this bid, bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor.

A Member of the University of Louisiana System

Rvsd. 4/2010

### INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

The Contractor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverage required by the contract to the University in insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the University.

B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

The policies are to contain, or be endorsed to contain, that the University, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising our of activities performed by and on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor.

C. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.

The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

D. An Umbrella Policy may be used to meet minimum requirements.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written has been given to the University.

Any deductibles or self-insured retentions must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The successful Vendor shall be required to execute the below Indemnification Agreement as part of the BID Requirements.

### INDEMNIFICATION AGREEMENT

The CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of CONTRACTOR, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by CONTRACTOR as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Contractor Name	
Signature	<del></del>
Title	
Date Accepted	<u> </u>
Is Certificate of Insurance Attached?	[ ] Yes [ ] No
Contract No.	for <u>Southeastern Louisiana University</u> State Agency Name
PURPOSE OF CONTRACT:	

## SOUTHEASTERN LOUISIANA UNIVERSITY BID RESPONSE FORM

BIDDER'	S NAME:				
TELEPHO	NE NO.: ()	_ FAX NUMBER:	()_		
ADDRESS	:				
	MAILING	CITY	STATE	ZIP	
SCOPE OF BID: Provide Turf Maintenance to Seven (7) Athletic Fields/Areas on the SLU Campus per specifications for the Physical Plant Dept. Contract may be extended for (2) additional (12) month periods at the same prices, terms and conditions. A mandatory pre-bid conference will be held for all prospective bidders at 9:00 AM CST, on Wednesday, May 5th in the Billups Room located in the south end of the west side of Strawberry Stadium.					
CONTRAC	T TERM: July 1, 2010 to June 30,	2011.			
I/we do hereby acknowledge receipt of the following addenda (if any):					
N	o Dated	No	Dated		
OTHER R	EQUIREMENTS:				
	he attached Instructions To Bidder equirements shall be a part hereof		ditions and Insu	rance	
TO THE	VENDOR:				
de th	enever brand name specifications of scribe the standard of quality, pee use of such specifications shall ecified, the submission of equival	erformance and not restrict	other character	istics,	
THIS SOLICITATION IS A SEALED BID AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON. BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED.					
TERMS:	Net 30 Prox., F.O.B. University F	Receiving Stati	ion, Hammond, Lo	uisiana.	
TAXES:	Any taxes, other than state sales the bidder's unit price. The Unisales and use tax.				
SIGNATU	RE TO THE BID RESPONSE FORM SHAL IRETY.	L BE CONSTRUEI	O AS ACCEPTANCE	OF THE ITB IN	
AUTHORT	ZED OFFICER:				
	(Print or Type Nam	ne)	(Signatu:	re)	
TITLE:_		DATE:			

### BID RESPONSE FORM CONTINUED

This form is to be completed in its entirety and submitted with the bid response form(s). Failure to complete or return the form with the other bid response form(s) may cause rejection of bid without further consideration.

### INSURANCE INFORMATION TO BE PROVIDED BY BIDDER

Bidder is to list the name and address (street/city/state/zip) of the Louisiana licensed insurance company that is intended to be used to furnish the required minimum levels of insurance coverage if selected the successful Bidder.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY STATUTORY MINIMUM COVERAGE				
Name of Insurer:(Not the Agent Company)				
Insurer's Address:				
Check Insurer's A.M. Best Rating: [ ] A Level / [ ] B, C, D, E, F Level				
Check Best Financial Size Category Rating: [ ] VI or Greater; [ ] V or Less				
If Not A.M. Best Rated - State Type of Insurer:				
Agent Company:Telephone No:				
COMMERCIAL GENERAL LIABILITY \$1,000,000 MINIMUM COVERAGE				
Name of Insurer:				
(Not the Agent Company)				
Insurer's Address:				
Check Insurer's A.M. Best Rating: [ ] A Level / [ ] B, C, D, E, F Level				
Check Best Financial Size Category Rating: [ ] VI or Greater; [ ] V or Less				
Agent Company:Telephone No:				
AUTOMOBILE LIABILITY				
Name of Insurer:				
(Not the Agent Company)				
Insurer's Address:				
Check Insurer's A.M. Best Rating: [ ] A Level / [ ] B, C, D, E, F Level				
Check Best Financial Size Category Rating: [ ] VI or Greater; [ ] V or Less				
Agent Company:Telephone No:				

### SOUTHEASTERN LOUISIANA UNIVERSITY BID RESPONSE FORM CONTINUED

ITEM	DESCRIPTION OF ITEM		AMOUNT	QTY	TOTAL	
1.	Alumni Field-Baseball Field (Natural Turf)					
	A. Fertilize	Per Application		x 5	=	
	B. Herbicide	Per Application		x10	=	
	C. Pesticide	Per Application		x 4	=	
2.	Football Practice Field (Natural Turf)					
	A. Fertilize	Per Application		x 5	=	
	B. Herbicide	Per Application		x10	=	
	C. Pesticide	Per Application		x 4	=	
3.	Soccer Field and Extended Area	(Natural Turf)				
	A. Fertilize	Per Application		x 5	=	
	B. Herbicide	Per Application		x10	=	
	C. Pesticide	Per Application		x 4	=	
4.	Softball Field (Natural Turf)					
	A. Fertilize	Per Application		x 5	=	
	B. Herbicide	Per Application		x10	=	
	C. Pesticide	Per Application		x 4	=	
5.	Track Throwing Area (Natural Tu	rf)				
	A. Fertilize	Per Application		x 5	=	
	B. Herbicide	Per Application		x10	=	
	C. Pesticide	Per Application		x 4	=	
6.	Strawberry Stadium (Natural Tur	E)				
	A. Fertilize	Per Application		x 5	=	
	B. Herbicide	Per Application		x10	=	
	C. Pesticide	Per Application		x 4	=	

ITEM		DESCRIPTION OF ITEM		AMOUNT	QTY	TOTAL
7.		Strawberry Stadium Field and Gyr (Synthetic Turf)	n at Westside Build	ling E		
		A. Sanitize Per	r Application		x 4 =_	
		Total:	_			
Name o	of	Company:	Officer's	Initials _		

# SPECIFICATIONS FOR ATHLETIC FIELD MAINTENANCE AT SOUTHEASTERN LOUISIANA UNIVERSITY

The following Athletic Fields located on the campus of Southeastern Louisiana University (SLU) will require year round maintenance as described below:

- 1. Alumni Field-Baseball Field (Natural Turf)
- 2. Football Practice Field (Natural Turf)
- 3. North Campus Soccer Field and Extended Area (Natural Turf)
- 4. North Oak Park Softball Field (Natural Turf)
- 5. North Campus Track Throwing Area (Natural Turf)
- 6. Strawberry Stadium (Natural turf)
- 7. Strawberry Stadium Field and Gym at Westside Building E (Synthetic Turf)

Contractors bidding the Athletic Field Maintenance at SLU must attend a pre-bid conference on site where they will view the conditions of each of the fields and confer with staff having knowledge of the fields and the equipment presently used to maintain them. **Mandatory Pre-Bid Conference is to convene in the Billups Room located in the south end of the west side of Strawberry Stadium at 9:00 a.m. on Wednesday, May 5, 2010**. Contact Andrew M. Bechac Contract Coordinator at 985-549-3419 concerning the pre-bid conference.

Contractor will provide knowledge, manpower, equipment and material to fertilize, herbicide, pesticide and sanitize the above stated areas located on the campus of Southeastern Louisiana University, Hammond, Louisiana:

### A. Fertilize - Five (5) applications

- Provide and apply liquid or granular fertilizer containing at least 50% slow release nitrogen, enriched with iron and other essential micronutrients, and two (2) pounds of pure nitrogen per 1000 square foot per application (plus potassium and phosphorous as required and as indicated by soil test), five (5) times per year as requested between February and November.
- Provide and apply additional rye grass booster monthly during rye grass growing season.
- B. Herbicide Ten (10) applications Monthly except December and January
  - Provide and apply a spring pre-emergent herbicide in March and a fall pre-emergent herbicide targeting the elimination of annual Po Anna without hindering the timely (between October 1 and November 1) application of rye grass seed
  - Provide and apply effective and proper treatment (according to each individual situation) for any weeds or disease on turf as needed for correction and at the expense of the contractor.

### C. Pesticide - Four (4) applications

- Provide and apply (mole cricket, cinch bug, army worm or any other turf destroying insect) treatment and guarantee at least 95% success for four (4) months (during peak season for this area). Evidence of unsuccessful treatments will require repeat treatment(s) as necessary at the expense of the contractor.
- Provide and apply effective and proper treatment (according to each individual situation) for any insect or disease on turf as needed for correction and at the expense of the contractor.

### D. Sanitize - Four (4) applications

■ Provide and apply appropriate and effective non-harmful synthetic turf disinfectant to Strawberry Stadium Field and Gym at Westside Building E, four (4) times per year.

# SPECIFICATIONS FOR ATHLETIC FIELD MAINTENANCE AT SOUTHEASTERN LOUISIANA UNIVERSITY

### Other Requirements:

- Display knowledge (evidenced by performance) of available and effective herbicides for the control of grassy weeds, broad leaf weeds, and in the use of turf growth regulators.
- Provide SLU with a written schedule for timed irrigation (including rates and frequencies) for each field.
  Schedules should be amended as needed to incorporate any special applications, treatments, weather conditions, etc.
- Provide a regular on-site inspection and verbal report of condition (to the SLU project coordinator) for each field.
- Provide SLU with a reliable means of telephone contact on a 24/7 basis.
- Complete all callbacks at the expense of the contractor within the time established by both the contractor and the SLU project coordinator.

### **CONTRACTOR QUALIFICATION**

Contractors should be prepared to provide copies of all industry-related curriculum credits or degrees, trade affiliations, etc. with their bid.

Contractors are to provide three (3) industry-related letters of recommendation from clients (serviced within the past 3-5 years) with service requirements similar to those of SLU (athletic field, recreational grounds, park grounds, golf greens, etc.).

Contractor must be licensed by the Louisiana Department of Agriculture/Pesticide Division, in Ornamental & Turf Pest Control (Category 3) and must be listed with them as an owner/operator (ground). Contractor is to provide a copy of the license.

SLU maintains the right to review the provided services of the successful contractor on a quarteryear basis. Should SLU not be satisfied with the performance of the contractor and or the success of the program for athletic field maintenance implemented by the contractor, SLU has the right to void the remainder of the contract.

Should SLU and the contractor agree, SLU retains the option to renew the contract for two (2) additional twelve (12) month periods at the same terms and conditions of the original contract.